

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

ANNUAL REQUIREMENTS FOR

LIGHT BULBS AND BALLASTS

(LAMPS, PROJECTOR, FLUORESCENT/INCANDESCENT)

STATE #CA-5609REN(2)

DATE: April 20, 2004

CONTRACT PERIOD: April 10, 2004 thru March 31, 2005

CONTRACTOR: Voss Electric Supply Co.
5200 So. 16th Street
Lincoln, NE 68512

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Mike Little or Lucas Freindt
Telephone No.: 402/421-6449 or 800-733-8677
FAX No.:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED

STATE OF NEBRASKA CONTRACT NO. CA-5609REN(2)

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70054
Dated 04/13/04

CONTRACT AWARD

STATE OF NEBRASKA

State Purchasing Bureau
301 Centennial Mall South
P.O. Box 94847
Lincoln, Nebraska 68509
Phone: (402) 471-2401

Vendor:
Voss Electric Supply Co
5200 S 16 St
Lincoln, NE 68512

Date: February 6, 2004

Contract Number: CA-5609 REN (2)

General Classification: Lamps, Fluorescent & Incandescent and
Associated Items, including Ballasts

Contact: Mike Little or Lucas Freindt
Phone: 402-328-2283/800-733-8677

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

April 1, 2004 through March 31, 2005

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Supply and deliver Lamps, Fluorescent & Incandescent and Associated Items, including Ballasts for agencies located throughout Nebraska, in accordance with the attached original terms and conditions.

The contract will be effective from April 1, 2004 through March 31, 2005.

Contract supplier may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

Delivery: within 5 days after receipt of order.

See Bid Form for discounts from price guides. Price guides in effect for this contract are:

- Group 1 - Lamps, Philips #PS-100-U, dated 2/5/2001 and Appendage A.
- Group 2 - Ballasts, Advance #150cc, dated 5/1/2000 and Appendage B.
- Group 3 - Lamps Special, Philips #PH3202/SS14202, dated 1/31/2001.
- Group 4 - Lamps Miniature, Philips #PS-330-U, dated 2/5/2001.

BUYER

STATE PURCHASING AGENT

BID FORM

1. Lamps, electric; incandescent and fluorescent; in standard packages, all sizes and types of the standard line, general lighting service, decorative lighting, tubular, lumiline, reflector, fluorescent, street lighting, germicidal and floor lighting types.

Brand and manufacturer: PHILIPS

Price List No.: PS-100-U Dated: 2-5-2001 Column Title: USER PRICE COLUMN

Discount from Manufacturer Catalog Price: 83.25% OFF Pages 3-39.

• 65.1% OFF PS-100-U EXCLUDED DATED 2-5-2001 Pages 42-56.

• SEE APPENDAGE "A" FOR NETTED ITEMS.

2. Electronic Ballasts, for above listed lamps.

Brand and manufacturer: ADVANCE

Price List No.: 150 CC Dated: MAY 1, 2000 Column Title: "STD. CTN."

Discount from Manufacturer Catalog Price: 71.6% OFF FOR FLB-150CC. PAGES 3-6

• 76.1% OFF ELB 150CC PAGES 7-9.

• 71.6% OFF HID 150CC PAGES 10-18. • SEE APPENDAGE "B" FOR NETTED ITEMS.

3. Lamps, Special, Photo and Projection

Brand and manufacturer: PHILIPS

Price List No.: PH 3202/SS 4202 Dated: JAN 31, 2001 Column Title: SUGGESTED NET

Discount from Manufacturer Catalog Price: 68% OFF OF PAGES 8-12.

• PAGE 14 RECEIVES 42.7% OFF.

• PAGES 3-7 RECEIVES 63% OFF. PAGE 13 RECEIVES 41.5% OFF.

4. Lamps, automotive and miscellaneous, various voltages, sealed beam and miniature (NET PRICE LIST MAY BE SUBMITTED IN LIEU OF DISCOUNT.)

Brand and manufacturer: PHILIPS

Price List No.: PS-330-U Dated: 2-5-01 Column Title: "SUGGESTED USER COLUMN"

Discount from Manufacturer Catalog Price: 61% OFF FOR PAGES 2-13 UP TO "SPECIALTY LAMPS"



NOTE: If multiple brands are being bid, copy this sheet and fill out for each brand.

TERMS AND CONDITIONS
Light Bulbs and Ballasts
CA-5609

GENERAL

This Invitation to Bid is to establish a Prime Vendor Contract with renewal options to supply and deliver **Lamps, Fluorescent & Incandescent and associated items, including Ballasts** for agencies located throughout Nebraska.

The contract will be effective from the date of award through March 31, 2003. The contract may be renewed for three (3) additional one (1) year periods when mutually agreed.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to the Invitation to Bid. Non-compliance can void your quotation.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

SCHEDULE OF EVENTS

The State expects to adhere to the tentative schedule shown below. It should be noted, however, that dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation to Bid	March 2, 2001
2.	Last Day to Submit Written Questions	March 13, 2001
3.	State Responds to Written Questions Through Invitation to Bid Addendum	March 15, 2001
4.	Proposal Opening Location: State Purchasing Bureau 301 Centennial Mall South 1 st Floor Lincoln, Nebraska	March 27, 2001 at 2:00 p.m.
5.	Contractor Start Date	Approximately April 10, 2001

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any bid specifications or other pre-bid documents must be submitted in writing to the State Purchasing Bureau, in an envelope clearly marked "CA-5609 Questions." Questions may be transmitted by facsimile to the State Purchasing Bureau at (402) 471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Rick Nunemaker, showing the total number of pages transmitted, and clearly marked "CA-5609 Questions." **Questions must be received in the State Purchasing Bureau no later than March 13, 2001.** The State assumes no liability for assuring accurate or complete facsimile transmission or receipt. All correspondence must include the Contract Number (CA-5609). Written answers will be provided through an addendum on or before March 15, 2001.

The responses will include the stated question and the responsive information as known by the State of Nebraska. In all cases, no verbal communication shall override information present in this Invitation or written addendum distributed.

Bidders are solely responsible for providing their correct addresses for any response to inquiries. The State of Nebraska is not responsible for lost or undeliverable responses.

SCOPE

Bidders must agree to provide not less than the full line of lamps listed in the complete schedules of General Electric Lighting, Phillips Lighting Company, Sylvania and Westinghouse Electric Companies, for (1) Large Lamps, (2) Ballasts, (3) Projection and Photo Lamps, and (4) Sealed Beam and Miniature Lamps, including supplements to those publications, for each line item on which they offer bids.

BIDDERS

Bidders must be an authorized factory dealer for the items they bid. The attached manufacturing certificate must be returned with your bid response in order to be considered valid.

MANUFACTURER WARRANTY

The contractor must warrant the average life expectancy of the lamps furnished hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all lamps failing to meet this requirement, except where the reduced life of the lamp is due to conditions beyond the control of the contractor. Defective lamps or those damaged in shipment must be replaced by the contractor at no charge.

PERFORMANCE BOND

Upon award of this contract, the successful Bidder may be required to provide a \$100,000.00 Surety Bond for the life of the contract within ten (10) days after written notification of award, executed by a corporation authorized to contract as surety in the State of Nebraska, payable to the State of Nebraska. The bond will guarantee that the selected bidder will enter into a contract with the State, and will insure the faithful performance.

EXCEPTIONS

The State Reserves the right to buy outside the contract those quantities and various types of lamps which may be used for testing of new developments in the lighting field, fluorescent and incandescent lamps which are part of new fixtures and to meet emergency requirements

LIGHTING

All lighting must be UL certified.

SPECIAL LAMPS

The contractor agrees to furnish under Item 1 any special or large filament lamps not listed in the bidder's regular price list and supplements at the discount offered in the bid, unless otherwise stated; the bidder must state the brand name and manufacturer of the lamps he proposes to provide if other than his own manufacture.

BALLAST SPECIFICATIONS

Ballasts shall operate as a parallel circuit allowing remaining lamps to maintain light output if one or more lights fail. Ballasts shall be fully encapsulated (Potted) in oil to ensure maximum thermal and structural integrity. Ballast shall be UL Listed as Class P, and for use indoors or Type 1 outdoor applications. Ballasts shall be either CSA Certified or CBM Certified where applicable.

ENGINEERING SERVICE

The contractor shall agree to furnish, without cost, such trained engineering assistance as is appropriate to the proper use of electrical lighting lamps and associated items supplied hereunder which would assist in obtaining maximum service from the manufacturer's products. This service will be furnished at any time upon request to any State of Nebraska Agency being supplied with lamps under this contract. Manufacturer's or contractor's representatives performing this service must have a minimum of three years experience in lighting engineering.

PRICING

Pricing to remain firm for the duration of the initial contract period. A request for increase must be submitted in writing to the State Purchasing Bureau at least sixty (60) days prior to the end of the initial contract period accompanied by any/all supporting documentation. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and rebid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period. Prices throughout the life of the contract will not exceed the net prices of the original price quotation after all discounts have been applied.

FORCE MAJEURE

The Contractor shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond vendor's reasonable control, not occasioned by vendor fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes, the vendor shall notify the State of Nebraska without delay and any relief granted to the vendor shall be limited to an extension of delivery dates or times of performance to the extent caused.

TERMINATION

The State of Nebraska reserves the right to terminate this contract, for any reason, with 30 days written notice.

PRICE LISTS AND CATALOGS

The successful bidder shall furnish, initially, approximately fifty (50) price schedule lists for distribution to State Agencies, Departments, and Institutions at no charge. Additional price schedules may be required and must be provided without charge.

REPORTS

The vendor shall provide annual usage of this contract to the State Purchasing Bureau sixty (60) days prior to the end of the contract period. Information will include Item, Quantity, Agency Ordered, and a total accumulative quantity for each item.

ORDER

Each lamp ordered must be identified by the proper abbreviated symbol as shown in the price schedule. The voltage desired must be shown for all incandescent lamps.

Agencies will submit their order directly to the vendor, using their own standard purchase order form. Each order must refer to the State Contract Number. Orders will be placed by either phone, fax, or Internet (if available). All orders must reference a purchase order number and the purchase order number must be referenced on the invoice. Quoted prices shall apply to all orders regardless of size. No minimum size order.

DELIVERY

Vendor will be required by the terms of the contract to deliver stocked items within 3-5 working days and non stocked items within two (2) weeks after receipt of order. Failure to deliver within the time frame specified may result in \$50 per day penalty charge. This charge will be deducted from your invoice. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.

A one time approved substituted item does not automatically become identified as an acceptable substitution for future out of stock situations. Each time a substitute item needs to replace an out of stock item, the Vendors customer service representative will be required to get authorization from the ordering agency prior to making the substitution.

Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc) documented on the delivery invoice.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

PACKAGING AND SHIPMENT

All items ordered shall be delivered in manufacturer containers, and must be properly labeled. All shipments will utilize the best commercial practice to insure safe arrival at the designated State of Nebraska facility.

RETURN OF ITEMS

In the event regular warehouse stock items need to be returned to the vendor due to damage, mis-pick, ordering error, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges or any other form of return charges.

An itemized invoice including the ordering agency name, and individual, purchase order number, product description, unit cost, extension and total charges will accompany all orders. All substitutions shall be noted on the invoices.